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TRANSAMERICA  
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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

JASON BOUTROS,

Plaintiff,

v.

TRANSAMERICA LIFE  
INSURANCE COMPANY,  
Defendant.

Case No. 2:22-cv-05724-SPG (ASx)

**PROTECTIVE ORDER**

[Discovery Matter Referred to Judge Sagar]

Judge: Hon. Sherilyn Peace Garnett

Magistrate Judge: Hon. Alka Sagar

1     1. A. PURPOSES AND LIMITATIONS

2           Discovery in this Action is likely to involve production of confidential,  
3     proprietary, actuarial, business, technical, and financial information of Plaintiff Jason  
4     Boutros and Defendant Transamerica Life Insurance Company (“TLIC”), or private  
5     information for which special protection from public disclosure and from use for any  
6     purpose other than prosecuting this litigation may be warranted. Accordingly, the  
7     Parties hereby stipulate to and petition the Court to enter the following Stipulated  
8     Protective Order (“Order”). The Parties acknowledge that this Order does not confer  
9     blanket protections on all disclosures or responses to discovery and that the  
10    protection it affords from public disclosure and use extends only to the limited  
11    information or items that are entitled to confidential treatment under the applicable  
12    legal principles.

13           B. GOOD CAUSE STATEMENT

14           This Action is likely to involve trade secrets, insured individuals’ medical  
15    data, customer and pricing lists and other valuable research, development,  
16    commercial, financial, technical, and/or proprietary information for which special  
17    protection from public disclosure and from use for any purpose other than  
18    prosecution of this action is warranted. Such confidential and proprietary materials  
19    and information consist of, among other things, confidential business or financial  
20    information, information regarding confidential business practices, or other  
21    confidential research, development, or commercial information (including  
22    information implicating privacy rights of third parties), information otherwise  
23    generally unavailable to the public, or which may be privileged or otherwise  
24    protected from disclosure under state or federal statutes, court rules, case decisions,  
25    or common law. Accordingly, to expedite the flow of information, to facilitate the  
26    prompt resolution of disputes over confidentiality of discovery materials, to  
27    adequately protect information the parties are entitled to keep confidential, to ensure  
28    that the Parties are permitted reasonable necessary uses of such material in

1 preparation for and in the conduct of discovery and trial, to address their handling at  
2 the end of the litigation, and serve the ends of justice, a protective order for such  
3 information is justified in this matter. It is the intent of the parties that information  
4 will not be designated as confidential for tactical reasons and that nothing be so  
5 designated without a good faith belief that it has been maintained in a confidential,  
6 non-public manner, and there is good cause why it should not be part of the public  
7 record of this case.

### 8 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

9 The Parties further acknowledge, as set forth in Section 12.3, below, that this  
10 Order does not entitle them to file confidential information under seal; Local Civil  
11 Rule 79-5 and the Court's Standing Order [[ECF 11](#)] set forth the procedures that  
12 must be followed and the standards that will be applied when a Party seeks  
13 permission from the court to file material under seal.

14 There is a strong presumption that the public has a right of access to judicial  
15 proceedings and records in civil cases. In connection with non-dispositive motions,  
16 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
17 *County of Honolulu*, [447 F.3d 1172, 1176](#) (9th Cir. 2006), *Phillips v. Gen. Motors*  
18 *Corp.*, [307 F.3d 1206, 1210-11](#) (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*  
19 *Inc.*, [187 F.R.D. 576, 577](#) (E.D. Wis. 1999) (even stipulated protective orders require  
20 good cause showing). A specific showing of good cause or compelling reasons with  
21 proper evidentiary support and legal justification, must be made with respect to  
22 Protected Material that a Party seeks to file under seal. The Party's mere designation  
23 of Disclosure or Discovery Material as "CONFIDENTIAL" does not—without the  
24 submission of competent evidence by declaration, establishing that the material  
25 sought to be filed under seal qualifies as confidential, privileged, or otherwise  
26 protectable—constitute good cause.

27 Further, if a Party requests sealing related to a dispositive motion or trial, then  
28 compelling reasons, not only good cause, for the sealing must be shown, and the

1 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
2 *See Pintos v. Pacific Creditors Ass'n*, [605 F.3d 665, 677-79](#) (9th Cir. 2010). For each  
3 item or type of information, document, or thing sought to be filed or introduced under  
4 seal in connection with discovery, a dispositive motion, or trial, the Party seeking  
5 protection must articulate compelling reasons, supported by specific facts and legal  
6 justification, for the requested sealing order. Again, competent evidence supporting  
7 the application to file documents under seal must be provided by declaration.

8 Any document that is not confidential, privileged, or otherwise protectable in  
9 its entirety will not be filed under seal if the confidential portions can be redacted. If  
10 documents can be redacted, then a redacted version for public viewing, omitting only  
11 the confidential, privileged, or otherwise protectable portions of the document, shall  
12 be filed. Any application that seeks to file documents under seal in their entirety  
13 should include an explanation of why redaction is not feasible.

## 14 2. DEFINITIONS

15 2.1 Acknowledgement: The “Acknowledgement and Agreement to be  
16 Bound” form attached as Exhibit A to this Order.

17 2.2 Action: *Boutros v. Transamerica Life Insurance Company*, Case No.  
18 2:22-cv-05724-SPG-AS.

19 2.3 Challenging Party: A Party or Non-Party that challenges the designation  
20 of information or items under this Order.

21 2.4 “CONFIDENTIAL” Information or Items: Confidential proprietary or  
22 commercially sensitive business and financial information, trade secrets, and personal  
23 information which is not generally known or publicly available and which the  
24 Designating Party would not normally reveal to a third party or information that  
25 otherwise meets the standard for protection set forth in Rule 26(c) of the Federal Rules  
26 of Civil Procedure. It is the intent of the Parties that information will not be designated  
27 as confidential for tactical reasons and that nothing be so designated without a good  
28 faith belief that it has been maintained in a confidential non-public manner, and there

1 is good cause why it should not be part of the public record of this Action.

2       2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their  
3 support staff).

4       2.6 Designating Party: A Party or Non-Party that designates information or  
5 items that it produces in disclosures or in responses to discovery as  
6 “CONFIDENTIAL.”

7       2.7 Disclosure or Discovery Material: All items or information, regardless  
8 of the medium or manner in which it is generated, stored, or maintained (including,  
9 among other things, testimony, transcripts, and tangible things), that are produced or  
10 generated in disclosures or responses to discovery in this matter.

11       2.8 Expert: A person with specialized knowledge or experience in a matter  
12 pertinent to the Action who has been retained by a Party or its Counsel to serve as  
13 an expert witness or as a consultant in this Action and who is not a past or current  
14 employee of a Party and who, at the time of retention, is not anticipated to become  
15 an employee of a Party. This definition includes a professional jury or trial consultant  
16 retained in connection with this Action.

17       2.9 House Counsel: Attorneys who are employees of a Party, any affiliate  
18 thereof, or of an entity that owns an interest in a Party and is responsible for  
19 controlling, directing, or advising on the Action. House Counsel does not include  
20 Outside Counsel of Record or any other outside counsel.

21       2.10 Non-Party: Any natural person, partnership, corporation, association, or  
22 other legal entity not named as a Party to this action.

23       2.11 Outside Counsel of Record: Attorneys who are not employees of a Party  
24 to this Action but who are retained to represent or advise a Party to this Action and  
25 have appeared in this Action on behalf of that party or are affiliated with a law firm  
26 that has appeared on behalf of that Party, and includes support staff.

27       2.12 Party: Any party to this Action, including all of its officers, directors,  
28 employees, consultants, retained experts, House Counsel, and Outside Counsel of

Record (and their support staffs).

2.13 Producing Party: Any party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.14 Professional Vendors: Persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.15 Protected Material: Any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

2.16 Receiving Party: A Party that receives Disclosure or Discovery Material from a Producing Party.

### 3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by any Party or its Counsel or any of its Experts that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

### 4. DURATION

FINAL DISPOSITION of the Action is defined as the conclusion of any appellate proceedings, or, if no appeal is taken, when the time for filing of an appeal has run. Except as set forth below, the terms of this protective order apply through FINAL DISPOSITION of the Action. The Parties stipulate that they will be contractually bound by the terms of this agreement beyond FINAL DISPOSITION, and that they will have to file a separate action for enforcement of the agreement once FINAL DISPOSITION of the Action occurs.

1 Once a case proceeds to trial, information that was designated as  
2 CONFIDENTIAL or maintained pursuant to this Protective Order used or introduced  
3 as an exhibit at trial becomes public and will be presumptively available to all  
4 members of the public, including the press, unless compelling reasons supported by  
5 specific factual findings to proceed otherwise are made to the trial judge in advance  
6 of the trial. *See Kamakana*, [447 F.3d at 1180-81](#) (distinguishing “good cause”  
7 showing for sealing documents produced in discovery from “compelling reasons”  
8 standard when merits-related documents are part of court record). Accordingly, for  
9 such materials, the terms of this protective order do not extend beyond the  
10 commencement of the trial.

## 11 5. DESIGNATING PROTECTED MATERIAL

### 12 5.1 Exercise of Restraint and Care in Designating Material for Protection.

13 Each Party or Non-Party that designates information or items for protection under  
14 this Order must take care to limit any such designation to specific material that  
15 qualifies under the appropriate standards. To the extent it is practical to do so, the  
16 Designating Party must designate for protection only those parts of material,  
17 documents, items, or oral or written communications that qualify so that other  
18 portions of the material, documents, items, or communications for which protection  
19 is not warranted are not swept unjustifiably within the ambit of this Order.

20 While mass, indiscriminate, or routinized designations are prohibited, the  
21 Parties recognize that manually analyzing and designating large numbers of  
22 documents one-by-one for confidentiality can be an unduly burdensome task. The  
23 Parties agree that each Party may reasonably rely on metadata information and good-  
24 faith searches to designate documents for production. Designations that are shown  
25 to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to  
26 unnecessarily encumber the case development process or to impose unnecessary  
27 expenses and burdens on other Parties) that are not remediated by the Designating  
28 Party after notice may expose the Designating Party to sanctions.



1 If it comes to a Designating Party's attention that information or items that it  
2 designated for protection do not qualify for protection, that Designating Party must  
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in  
5 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise  
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
7 under this Order must be clearly so designated before the material is disclosed or  
8 produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (*e.g.*, paper or electronic  
11 documents, but excluding transcripts of depositions or other pretrial or trial  
12 proceedings), that the Producing Party affix at a minimum, the legend  
13 "CONFIDENTIAL," to each page that contains protected material. If only a portion  
14 or portions of the material on a page qualifies for protection, the Producing Party  
15 also must clearly identify the protected portion(s) (*e.g.*, by making appropriate  
16 markings in the margins).

17 A Party or Non-Party that makes original documents available for inspection  
18 need not designate them for protection until after the inspecting Party has indicated  
19 which documents it would like copied and produced. During the inspection and  
20 before the designation, all of the material made available for inspection shall be  
21 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
22 documents it wants copied and produced, the Producing Party must determine which  
23 documents, or portions thereof, qualify for protection under this Order. Then, before  
24 producing the specified documents, the Producing Party must affix the legend  
25 "CONFIDENTIAL" to each page that contains Protected Material. If only a portion  
26 or portions of the material on a page qualifies for protection, the Producing Party  
27 also must clearly identify the protected portion(s) (*e.g.*, by making appropriate  
28 markings in the margins).



1 (b) any Party may designate as Protected Material testimony given in a  
2 deposition or in other pretrial or trial proceedings by informing the reporter during  
3 the deposition or by sending a letter to all Outside Counsel of Record and to the  
4 deposition reporter designating by page and line any portions of the transcript to be  
5 so restricted, or the entire transcript if applicable, within thirty (30) days after  
6 receiving the deposition transcript and specifying the level of protection being  
7 asserted.

8 During this 30-day period, a transcript will be treated as if it had been  
9 designated "CONFIDENTIAL" in its entirety unless otherwise agreed. After the  
10 expiration of that period, the transcript shall be treated only as actually designated.

11 When deposition testimony is designated Protected Material by informing  
12 the reporter during the deposition, the transcript containing Protected Material shall  
13 have an obvious legend on the title page that the transcript contains Protected  
14 Material, and the title page shall be followed by a list of all pages (including line  
15 numbers) that have been designated as Protected Material. The Designating Party  
16 shall inform the court reporter of these requirements.

17 Parties shall give the other Parties notice if they reasonably expect a  
18 deposition, hearing, or other proceeding to include Protected Material so that the other  
19 Parties can ensure that only authorized individuals who have signed the  
20 Acknowledgement are present at those proceedings. The use of a document as an  
21 exhibit at a deposition shall not in any way affect its designation as  
22 "CONFIDENTIAL."

23 (c) for information produced in some form other than documentary and for  
24 any other tangible items, that the Producing Party affix in a prominent place on the  
25 exterior of the container or containers in which the information is stored the legend  
26 "CONFIDENTIAL." If only a portion or portions of the information warrants  
27 protection, the Producing Party, to the extent practicable, shall identify the protected  
28 portion(s).

1           5.3    Inadvertent Failures to Designate. If timely corrected, an inadvertent  
2 failure to designate qualified information or items does not, standing alone, waive  
3 the Designating Party's right to secure protection under this Order for such material.  
4 Upon timely correction of a designation, the Receiving Party must make reasonable  
5 efforts to assure that the material is treated in accordance with the provisions of this  
6 Order.

7           5.4    Protected Health Information. Additionally, certain Confidential  
8 Information or Items may be Protected Health Information ("PHI") as defined by the  
9 Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the  
10 regulations promulgated thereunder at 45 C.F.R. § 160.103. Without limiting the  
11 generality of the foregoing, "PHI" includes, but is not limited to, health information,  
12 including demographic information, relating to either (a) the past, present, or future  
13 physical or mental condition of an individual, (b) the provision of care to an  
14 individual, or (c) the payment for care provided to an individual, which identifies the  
15 individual or which reasonably could be expected to identify an individual. All  
16 "covered entities" (as defined by 45 C.F.R. § 160.103) are hereby authorized to  
17 disclose PHI to all attorneys now of record in this Action or who may become of  
18 record in the future in this Action. Subject to the Federal Rules of Civil Procedure,  
19 and without prejudice to any Party's objection except as otherwise provided herein,  
20 the Parties are authorized to receive, subpoena, transmit, or disclose PHI relevant to  
21 the claims at issue in this Action, subject to all terms of this Order. All PHI disclosed  
22 under this Order must be designated as Confidential Information pursuant to this  
23 Order. A Receiving Party which receives PHI in discovery shall not use or disclose  
24 such PHI for any purpose other than this Action. To the extent documents or  
25 information produced in this Action have already been exchanged or will again be  
26 exchanged between the Parties in the normal course of business, treatment of such  
27 documents prior to or after the conclusion of this Action shall be governed by this  
28 Order.

1           5.5 Specific Provisions Concerning the Disclosure of Personally  
 2 Identifiable Information (“PII”). When PII (*e.g.*, names, addresses, Social Security  
 3 numbers, phone numbers, etc.) is disclosed between the Parties as authorized by this  
 4 Order, the PII of each individual whose claims are not at issue in this Action and  
 5 who are otherwise identified in the Discovery material may either be redacted to  
 6 protect the identify of such individuals, or produced without redactions. Upon receipt  
 7 of any PII, a Receiving Party shall take all reasonable measures necessary for  
 8 protecting the PII from unauthorized disclosure as required under both state and  
 9 federal law.

## 10       6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11           6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
 12 designation of confidentiality at any time that is consistent with the Court’s  
 13 Scheduling Order. Unless a prompt challenge to a Designating Party’s confidentiality  
 14 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary  
 15 economic burdens, or a significant disruption or delay of the Action, a Party does not  
 16 waive its right to challenge a confidentiality designation by electing not to mount a  
 17 challenge promptly after the original designation is disclosed.

18           6.2 Meet and Confer. The Challenging Party shall initiate the informal  
 19 dispute resolution process set forth in the Court’s Procedures and Schedules. *See*  
 20 <http://www.cacd.uscourts.gov/honorable-alka-sagar>.

21           6.3 The burden of persuasion in any such challenge proceeding shall be on  
 22 the Designating Party. Frivolous designations or challenges, and those designations  
 23 and challenges made for an improper purpose (*e.g.*, to harass or impose unnecessary  
 24 expenses and burdens on other parties) may expose the Designating Party or  
 25 Challenging Party to sanctions. Unless the Designating Party has waived or  
 26 withdrawn the confidentiality designation, all Parties shall continue to afford the  
 27 material in question the level of protection to which it is entitled under the  
 28 Designating Party’s designation until the Court rules on the challenge.

1     7.     ACCESS TO AND USE OF PROTECTED MATERIAL

2             7.1     Basic Principles. A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this  
4 Action only for prosecuting, defending, or attempting to settle this Action. Such  
5 Protected Material may be disclosed only to the categories of persons and under the  
6 conditions described in this Order. When the Action has been terminated, a  
7 Receiving Party must comply with the provisions of section 13 below (FINAL  
8 DISPOSITION).

9             Protected Material must be stored and maintained by a Receiving Party at a  
10 location and in a secure manner that ensures that access is limited to the persons  
11 authorized under this Order.

12             7.2     Disclosure of “CONFIDENTIAL” Information or Items. Unless  
13 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
14 Receiving Party may disclose any information or item designated  
15 “CONFIDENTIAL” only to:

16             (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
17 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
18 to disclose the information for this Action;

19             (b) the Receiving Party, including officers, directors, and employees  
20 (including House Counsel) of the Receiving Party to whom disclosure is reasonably  
21 necessary for this Action;

22             (c) the Receiving Party’s Parents and affiliates, and their respective officers,  
23 directors, employees, consultants, advisors, insurers and/or reinsurers (1) to whom  
24 disclosure is reasonably necessary for this Action, and (2) who have signed the  
25 Acknowledgement;

26             (d) Experts (as defined in this Order) of the Receiving Party to whom  
27 disclosure is reasonably necessary for this Action and who have signed the  
28 Acknowledgment;

1 (e) the Court and its personnel;

2 (f) court reporters and their staff;

3 (g) professional jury or trial consultants, mock jurors, and Professional  
4 Vendors to whom disclosure is reasonably necessary for this Action and who have  
5 signed the Acknowledgement;

6 (h) the author or recipient of a document containing the information or a  
7 custodian or other person who otherwise possessed or knew the information;

8 (i) during a deposition, the witness and attorneys for the witness, in the  
9 Action to whom disclosure is reasonably necessary provided: (1) the deposing Party  
10 requests that the witness sign the Acknowledgement; and (2) such witness and  
11 attorneys for such witness will not be permitted to keep any confidential information  
12 unless each signs the Acknowledgement, unless otherwise agreed by the Designating  
13 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits  
14 to depositions that reveal Protected Material may be separately bound by the court  
15 reporter and may not be disclosed to anyone except as permitted under this Stipulated  
16 Protective Order; and

17 (i) any mediator or settlement officer, and their supporting personnel,  
18 mutually agreed upon by the Parties engaged in settlement discussions and who have  
19 signed the Acknowledgement.

20 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
21 IN OTHER LITIGATION

22 If a Party is served with a subpoena or a court order issued in other litigation  
23 that compels disclosure of any information or items designated in this Action as  
24 “CONFIDENTIAL” that Party must:

25 (a) promptly notify in writing the Designating Party. Such notification shall  
26 include a copy of the subpoena or court order;

27 (b) promptly notify in writing the party who caused the subpoena or order  
28 to issue in the other litigation that some or all of the material covered by the subpoena

1 or order is subject to this Protective Order. Such notification shall include a copy of  
2 this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued  
4 by the Designating Party whose Protected Material may be affected; AND

5 (d) otherwise comply with any applicable HIPAA rules or regulations with  
6 respect to any response or production in connection with a discovery request or  
7 subpoena.

8 If the Designating Party timely seeks a protective order, the Party served  
9 with the subpoena or court order shall not produce any information designated in this  
10 action as “CONFIDENTIAL” before a determination by the court from which the  
11 subpoena or order issued, unless the Party has obtained the Designating Party’s  
12 permission. The Designating Party shall bear the burden and expense of seeking  
13 protection in that court of its confidential material and nothing in these provisions  
14 should be construed as authorizing or encouraging a Receiving Party in this Action  
15 to disobey a lawful directive from another court.

16 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
17 PRODUCED IN THIS LITIGATION

18 (a) The terms of this Order are applicable to information produced by a  
19 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
20 produced by any Non-Party in connection with this Action is protected by the  
21 remedies and relief provided by this Order. Nothing in these provisions should be  
22 construed as prohibiting a Non-Party from seeking additional protections.

23 (b) In the event that a Party is required, by a valid discovery request, to  
24 produce a Non-Party’s confidential information in its possession, and the Party is  
25 subject to an agreement with the Non-Party not to produce the Non-Party’s  
26 confidential information, then the Party shall:

27 (1) promptly notify in writing the Requesting Party and the Non-Party  
28 that some or all of the information requested is subject to a confidentiality agreement

1 with a Non-Party;

2 (2) promptly provide the Non-Party with a copy of the Stipulated  
3 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
4 specific description of the information requested; and

5 (3) make the information requested available for inspection by the  
6 Non-Party, if requested.

7 (c) If the Non-Party fails to seek a protective order from this court within  
8 21 days of receiving the notice and accompanying information, the Receiving Party  
9 may produce the Non-Party's confidential information responsive to the discovery  
10 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
11 not produce any information in its possession or control that is subject to the  
12 confidentiality agreement with the Non-Party before a determination by the court.  
13 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
14 of seeking protection in this court of its Protected Material.

#### 15 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

16 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
17 Protected Material to any person or in any circumstance not authorized under this  
18 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
19 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
20 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
21 persons to whom unauthorized disclosures were made of all the terms of this Order,  
22 and (d) request such person or persons to execute the Acknowledgement.

#### 23 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 24 PROTECTED MATERIAL

25 When a Producing Party gives notice to each Receiving Party that certain  
26 inadvertently produced material is subject to a claim of privilege or other protection  
27 (e.g., work product immunity), the obligations of the Receiving Parties are those set  
28 forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended



1 to modify whatever procedure may be established in an e-discovery order that  
2 provides for production without prior privilege review. Pursuant to Federal Rule of  
3 Evidence 502(d) and (e), the Parties agree that the inadvertent or unintentional  
4 disclosure by the Producing Party of material that is privileged or subject to other  
5 protection shall not be deemed a waiver in whole or in part of the claim of privilege  
6 or other protection, either as to the specific information disclosed or as to any other  
7 information relating thereto on the same or related subject matter.

8       Upon learning of an inadvertent or unintentional disclosure of privileged  
9 information, the Producing Party shall provide written notice to each party who has  
10 received such information. Within ten (10) business days of the date of that written  
11 notice, the documents or materials described in that notice shall be returned to  
12 counsel for the Producing Party, destroyed or sequestered by the Receiving Party,  
13 and in the same time frame, any notes or other writing or recordings that copy,  
14 summarize, reflect, or discuss the content of the documents or materials shall be  
15 destroyed or sequestered by the Receiving Party. No use shall be made of such  
16 documents or materials from such inadvertent production during deposition or at  
17 trial, nor shall such documents or materials be provided to anyone who did not  
18 already have access to them prior to the request by the Producing Party that they be  
19 returned.

20       If the Receiving Party intends to challenge the assertion of privilege, it must  
21 provide written notice within this ten-day period, explaining the grounds for its  
22 challenge. The Receiving Party shall initiate the dispute resolution process under  
23 Local Rule 37-1 within ten (10) business days of service of the Receiving Party's  
24 notice disputing a claim of inadvertent production.

25       If the Parties cannot resolve a challenge without court intervention, the  
26 Receiving Party may move the Court for an order compelling production of any  
27 inadvertently produced or disclosed document or material in compliance with Local  
28 Rule 37, but the motion shall not assert as a ground for production the fact of the

1 inadvertent production or disclosure. Pending the Court's ruling, the party  
2 challenging the assertion of privilege shall sequester the affected documents and  
3 materials and shall not make any use of such information.

4 12. MISCELLANEOUS

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
6 person to seek its modification by the Court in the future.

7 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
8 Protective Order no Party waives any right it otherwise would have to object to  
9 disclosing or producing any information or item on any ground not addressed in this  
10 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
11 ground to use in evidence of any of the material covered by this Protective Order.

12 12.3 Filing Protected Material. A Party that seeks to file under seal any  
13 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
14 only be filed under seal pursuant to a court order authorizing the sealing of the  
15 specific Protected Material at issue. If a Party's request to file Protected Material  
16 under seal is denied by the court, then the Receiving Party may file the information  
17 in the public record unless otherwise instructed by the court.

18 13. FINAL DISPOSITION

19 After the final disposition of this Action, as defined in Section 4  
20 (DURATION), within 60 days of a written request by the Designating Party, each  
21 Receiving Party must return all Protected Material to the Producing Party or destroy  
22 such material. As used in this subdivision, "all Protected Material" includes all  
23 copies, abstracts, compilations, summaries, and any other format reproducing or  
24 capturing any of the Protected Material. Whether the Protected Material is returned  
25 or destroyed, the Receiving Party must submit a written certification to the Producing  
26 Party (and, if not the same person or entity, to the Designating Party) by the 60-day  
27 deadline that (1) identifies (by category, where appropriate) all the Protected  
28 Material that was returned or destroyed and (2) affirms that the Receiving Party has

1 not retained any copies, abstracts, compilations, summaries, or any other format  
2 reproducing or capturing any of the Protected Material. Notwithstanding this  
3 provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
4 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
5 deposition and trial exhibits, expert reports, attorney work product, and consultant  
6 and expert work product, even if such materials contain Protected Material. Any such  
7 archival copies that contain or constitute Protected Material remain subject to this  
8 Protective Order as set forth in Section 4 (DURATION).

9  
10 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

11  
12 Dated: March 20, 2023

By: /s/ Benjamin Blakeman

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1 Dated: March 20, 2023

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22 **TRANSAMERICA LIFE INSURANCE**  
23 **COMPANY**

24 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

25 DATED: March 21, 2023

26 / s / Sagar

27 Honorable Alka Sagar

28 United States Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
 [print or type full address], declare under penalty of perjury that I have read in its  
 entirety and understand the Stipulated Protective Order that was issued by the  
 United States District Court for the Central District of California on  
 \_\_\_\_\_ in the case of *Jason Boutros v. Transamerica Life  
 Insurance Company*; Case No. 2:22-cv-05724-SPG(ASx). I agree to comply  
 with and to be bound by all the terms of this Stipulated Protective Order and I  
 understand and acknowledge that failure to so comply could expose me  
 to sanctions and punishment in the nature of contempt. I solemnly promise  
 that I will not disclose in any manner any information or item that is subject to  
 this Stipulated Protective Order to any person or entity except in strict compliance  
 with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
 the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action. I hereby appoint \_\_\_\_\_ [print or  
 type full name] of \_\_\_\_\_ [print or type full address and telephone  
 number] as my California agent for service of process in connection with this action  
 or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_